

EXHIBIT D



GSA National Capital Region

January 26, 2024

Repaintex Company
Attn: Mr. Carlos Acosta
116-H Edwards Ferry Rd NE
Leesburg, VA 20176

Subject: Termination Notice for Default
Contract Number - 47PM0420C0005

Dear Mr. Acosta

This letter is to inform you Contract Number 47PM0420C005 (the "Contract") is hereby terminated for default. This termination is effective immediately.

The Contract was awarded to Repaintex Company (the "Contractor") on September 18, 2020, in the amount of \$16,361,972.93 as a firm fixed design build contract for Phases 5 and 6 building renovations at the Ronald Reagan Building located in Washington, DC.

On December 26, 2023, the Contractor notified the Government via email that it would not be able to move forward with the critical path work without additional funding. Since that date, the Contractor has removed all subcontractors from the project site and has not reported to the project site as necessary to complete the work according to the Contract.

On January 5, 2024, pursuant to FAR 52.233-1(i), the Contracting Officer sent a letter, directing the Contractor to return to the site and perform all work immediately, without any additional cost to the Government. To date, the Contractor has not returned to the site and perform work as directed.

On January 10, 2024, the Contracting Officer issued a Cure Notice to the Contractor, which among other things, required the Contractor to respond by January 22, 2024 with a notification that on-site work would resume immediately. To date, the Contractor has failed to respond to the Cure Notice and failed to resume work.

On January 18, 2024, Contractor began to demobilize the work site without authorization.

Based on the foregoing, your right to proceed further under the Contract is hereby terminated for default in accordance with FAR 52.249-10. This notice constitutes my decision that you are in default as specified, and that your failure to perform was not excusable. In making this decision, I considered the factors cited in FAR 49.402-3(f).

Pursuant to the aforementioned default clause, the Government may takeover the work and complete it by Contract or otherwise, and may take possession of and use any materials, appliances and plant on the work site necessary for completing the work. Contractor and

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1800 F Street, NW
Washington, DC 20407-0001
www.gsa.gov



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its sureties shall be held liable for any damage to the Government resulting from your failure to complete the work within the specified time. This liability includes any increased costs incurred by the Government in completing the work. The Government reserves all rights and remedies provided by law or under the Contract in addition to charging excess costs.

This is the final decision of the Contracting Officer. You may appeal this decision to the agency board of contract appeals. If you decide to appeal, you must, within 90 days from the date you receive this decision, mail or otherwise furnish written notice to the agency board of contract appeals and provide a copy to the Contracting Officer from whose decision this appeal is taken. The notice shall indicate that an appeal is intended, reference this decision, and identify the contract by number.

With regard to appeals to the agency board of contract appeals, you may, solely at your election, proceed under the board's -

(1) Small claim procedure for claims of \$50,000 or less or, in the case of a small business concern (as defined in the Small Business Act and regulations under that Act), \$150,000 or less; or

(2) Accelerated procedure for claims of \$100,000 or less. Instead of appealing to the agency board of contract appeals, you may bring an action directly in the United States Court of Federal Claims (except as provided in 41 U.S.C. 7102(d), regarding Maritime Contracts) within 12 months of the date you receive this decision.

Sincerely,

ROBERT JACKSON Digitally signed by ROBERT JACKSON
Date: 2024.01.26 10:45:17 -05'00'

Robert Jackson
Contracting Officer

cc:

Repaintex Company.

Carlos Acosta, carlos@repaintex.com

Kevin Dagstani, kevin@repaintex.com

Luke Hodge luke@repaintex.com

General Services Administration

Shanta Cardiel, Director of Contracting, shanta.cardiel@gsa.gov

Hallie Futterman, Project Executive, hallie.futtermna@gsa.gov

David Phillips, COR, david.phillips@gsa.gov

Kevin Pope, Small Business Specialist kevin.pope@gsa.gov

Small Business Administration



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Fitzia Justice, Procurement Center Representative, fitzia.justice@sba.gov

Travelers Insurance Company

Kelly Engel, kengel@travelers.com

Leslie Alvarado-Llitas lalvara2@travelers.com